



THE CITY OF NEW YORK
LAW DEPARTMENT
100 CHURCH STREET
NEW YORK, NY 10007

MICHAEL A. CARDOZO
Corporation Counsel

STEPHEN KITZINGER
Phone: (212) 788-0849
Fax: (212) 788-8877
SKitzing@law.nyc.gov

February 3, 2010

VIA ECF AND HAND DELIVERY

Honorable Ramon E. Reyes
United States Magistrate Judge
United States District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

Re: Boyd v. J.E. Robert Co., Inc., et al.
Case No. CV 05-2455 (KAM)(RER)

Dear Magistrate Judge Reyes:

I am the Assistant Corporation Counsel assigned to represent the NYCTL Trusts in the above-referenced action in which plaintiffs allege that the defendants violated the Fair Debt Collection Practices Act and various New York state laws. I write in response to Mark Kaufman's letter dated January 26, 2010, in which plaintiffs Wartens and Taylor seek to supplement their arguments as to why their claims should not be dismissed as time-barred. Plaintiffs' arguments are without merit and defendant NYCTL Trusts' motion should be granted.

Initially, the Trusts note that plaintiffs Wartens and Taylor are improperly seeking to introduce "evidence" that goes beyond the four corners of the complaint. A motion pursuant to Rule 12 is against the complaint itself (as drafted and presented by the plaintiffs) with all factual allegations set forth therein accepted as true for the purpose of the motion. *LaBounty v. Adler*, 933 F.2d 121, 123 (2d Cir. 1991). As the Court is aware and as described below, plaintiffs have pleaded the allegations setting forth their claim no less than four separate times – in the form of a proposed amended complaint in *Binson v. J.E. Robert Co., Inc., et al.*, Case No. 03 CV 3562 (JG)(CLP), and in the Complaint, Amended Complaint, and Second Amended Complaint in this action. Plaintiffs Taylor and Wartens now appear to seek to once again amend the complaint (after the close of discovery) in an effort to introduce new allegations (which they were or should have been aware of long ago) to save their claims from dismissal. Such belated

Honorable Ramon E. Reyes

Re: Boyd v. J.E. Robert Co., Inc., et al.
Case No. CV 05-2455 (KAM)(RER)

February 3, 2010

Page 2

and repeated attempts are inappropriate and should not be countenanced and the new arguments should be rejected.

Tanja Wartens

Ms. Wartens has asserted, on at least six different occasions, that she “paid off the tax liens” that give rise to this action on or about May 19, 2004. She first made this claim in the Proposed First Amended Complaint dated February 15, 2005, filed in connection with her motion to intervene in the case of *Binson v. J.E. Robert Co., Inc., et al.*, Case No. 03 CV 3562 (JG)(CLP). Proposed First Amended Complaint, ¶ 152 (a copy of the relevant pages are attached hereto as Exhibit A). She repeated this claim in the Complaint (¶ 116), the First Amended Complaint (¶ 120), and the Second Amended Complaint (¶ 127), filed on May 20, 2005, February 5, 2007, and November 12, 2008, respectively (copies of the relevant pages of each are attached hereto as Exhibit B – D, respectively), all filed in this action. Most recently, on November 3, 2009, and again on November 9, 2009, plaintiff Wartens, in Plaintiffs’ Supplementary Response to JER’s Interrogatory No. 7, As of November 3, 2009 (revised November 9, 2009) (a copy of which is attached hereto as Exhibit E), affirmatively stated that she satisfied the lien on May 19, 2004. Based upon plaintiff Wartens’ allegation that she paid the lien in full on May 19, 2004, on April 13, 2007, defendant NYCTL Trusts moved to dismiss her claims. In opposition, plaintiff Wartens argued not that her claims were actually timely, only that the statute of limitations should be tolled pursuant to *American Pipe & Construction Co v. Utah*, 414 U.S. 538, 94 S. Ct. 756 (1974), and the doctrine of equitable tolling. By order dated September 24, 2008 (“Order on Rule 12 Motion”), Judge Joseph Bianco, granted, among other things, defendants’ motions to dismiss plaintiff Wartens’ FDCPA claim on the grounds that it was time-barred, but granted plaintiff Wartens leave to replead facts in an effort to invoke the doctrine of equitable tolling. *See* Order on Rule 12 Motion, p. 11. Plaintiffs then filed a Second Amended Complaint (in which Wartens again alleged that she paid off the tax liens on May 19, 2004) in which she attempted to plead facts sufficient to invoke the doctrine of equitable tolling. Defendants again moved to dismiss, among other things, her FDCPA claims.

Initially, plaintiff Wartens misses the import of the date that she allegedly paid off the tax liens. That date is irrelevant to the motion to dismiss. Defendants NYCTL Trusts utilized that date because it has never been alleged that any demands were made of plaintiff Wartens (or any other plaintiff) after their respective tax liens were paid in full. *See* Defendants NYCTL 1996-1 Trust, NYCTL 1997-1 Trust, NYCTL 1998-1 Trust, and NYCTL 1999-1 Trust’s Memorandum of Law in Support of Their Motion to Dismiss Certain Claims Set Forth in the Amended Complaint, p. 8; Defendants NYCTL 1996-1 Trust, NYCTL 1997-1 Trust, NYCTL 1998-1 Trust, and NYCTL 1999-1 Trust’s Memorandum of Law in Support of Their Motion to Dismiss Certain Claims Set Forth in the Second Amended Complaint, p. 7. In fact, the relevant date for her claim as she has framed it, would be the date that defendants demanded payment of monies not properly due and owing. Nothing raised in Mr. Kaufman’s letter dated January 26, 2010, changes the fact that to this date she has never alleged that defendants

Honorable Ramon E. Reyes

Re: Boyd v. J.E. Robert Co., Inc., et al.

Case No. CV 05-2455 (KAM)(RER)

February 3, 2010

Page 3

demanded anything of her within one year of the commencement of this action. As such, her claims remain time-barred regardless of the date that she paid off the liens (if she is permitted to amend the complaint again at this late date).

Plaintiff also appears to claim that defendant NYCTL Trusts violated 15 U.S.C. § 1692f(1) by collecting unauthorized attorneys' fees and costs. 15 U.S.C. § 1692f(1) prohibits the "collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law." Plaintiff Warters contests all attorneys fees that were assessed against her. See Exhibit E; Exhibit B to Defendants J.E. Robert Co., Inc and JER Revenue Services, LLC Response to Plaintiffs' First Set of Interrogatories (a copy of which is attached hereto as Exhibit F). Section 11-335 of the Administrative Code of the City of New York explicitly mandates that a "plaintiff in an action to foreclose a tax lien shall recover reasonable attorney's fees for maintaining such action." Since plaintiff has made a blanket attack on the attorneys fees recovered, and not challenged its reasonableness, defendant NYCTL Trusts' motion to dismiss should be granted. Moreover, as part and parcel of the settlement of the foreclosure action, plaintiff agreed to the amount of the attorneys' fee charged and can not now be allowed to collaterally attack it as unreasonable after receiving the benefit of the bargain.

In addition to the foregoing, equity and the Federal Rules of Civil Procedure demand that plaintiff Warters not be permitted leave to reargue/replead this issue. As set forth above, more than 16 months ago, Judge Bianco dismissed her claim because it was time-barred. While Rule 54(b) does authorize a court to "revise" this order at any time prior to entry of a final judgment, Rule 60(c) requires that a motion for relief from an order, because newly discovered evidence would have altered the result, be made within one year after entry of the order. Rule 60(b)(2) and (c)(2). First, pursuant to Rule 60(c)(1), such a motion was required to have been made within one year of Judge Bianco's order. *Hunter v. Citibank, N.A.*, 862 F. Supp. 902, 906 (E.D.N.Y. 1994) (defendant's motion for reconsideration of order denying motion for summary judgment made more than one year after entry of order denied as untimely) *aff'd* 60 F.3d 810 (2d Cir. 1995) *cert. denied* 516 U.S. 978 (1995). This supplement, which was not even brought as a motion pursuant to Rule 60, was submitted more than one year after Judge Bianco granted defendants' motions dismissing Warters' FDCPA claims as time-barred. Next, Warters not only did not exercise reasonable diligence in her "discovering" that the tax liens were only satisfied in July 2004,¹ she exercised no diligence. This allegation concerns Warters' own actions (though she now claims that it was done through her agent). Regardless as to who actually forwarded the funds to JER Revenue Services, LLC, plaintiff had actual or constructive knowledge of the

¹ Defendant NYCTL Trust neither admits nor denies that Warters satisfied the lien in July 2004. Regardless of when the lien was satisfied, it is irrelevant as to the analysis of the Trusts' Rule 12 Motion.

Honorable Ramon E. Reyes

Re: Boyd v. J.E. Robert Co., Inc., et al.

Case No. CV 05-2455 (KAM)(RER)

February 3, 2010

Page 4

payment at the time it occurred and to now claim, over five years later, that she only learned of it is simply incredible. Allowing Wartors to resurrect her previously dismissed claim at this late date, is inequitable as the court and defendants have spent countless hours litigating the timeliness of her claim. Moreover, plaintiff Wartors transferred her interest in the property by a deed dated May 19, 2004, and, there is not even a suggestion that she took any further acts with regard to the property after that date (a copy of the deed by which this transfer was effected is attached hereto as Exhibit G).

Lastly, although at first blush it would appear that the law of the case doctrine would bar Wartors' claim, that doctrine requires that the order have gone "unchallenged in a subsequent appeal when the opportunity to do so existed," and there was no such opportunity.²

Sybil Taylor

Plaintiff Taylor's own testimony is clear that she fully believed that she was being charged inappropriate amounts *at the time she satisfied the lien*. Because she was on notice of the charges and that something might be wrong about them, she was charged with the duty to exercise due diligence and can not now seek shelter under the doctrine of equitable tolling. *Veltri v. Building Service 32B-J Pension Fund*, 393 F.3d 318, 322 (2d Cir. 2004)(*citing Irwin v. Department of Veteran's Affairs*, 498 U.S. 89, 96, 112 L. Ed. 2d 435, 111 S. Ct. 453 (1990)). This failure is fatal to her attempt to invoke the doctrine of equitable tolling.

Recognizing this failure, plaintiff appears to allege that any attempts by her to exercise due diligence would have been futile and her failure to do so should be excused. This argument has no basis in law or in fact. Plaintiff Taylor now contends that her FDCPA claims should be equitably tolled based upon the deposition testimony of Salvan Ross in which he testified that he was presently unable to completely explain each and every detail of every charge comprising the attorneys fees charged against the property owned by Ms. Taylor, including miscellaneous fees and expenses totaling \$1,647.47.³ Simply put, this is yet another red herring. Because it appears that plaintiffs herein contend that *all fees and costs other than those*

² Similarly, Taylor's argument that the NYCTL Trusts' motion to dismiss the state law claims against the 1996-1 and 1999-1 Trusts on the grounds that there are no federal claims is barred by the doctrine of law of the case is without merit.

³ Whether or not the witness was able to testify as to the services provided by counsel years before is irrelevant to *whether or not plaintiff exercised due diligence at the time the payment was demanded and tendered*. As set forth more fully in defendant NYCTL Trusts' moving papers, plaintiff was required to exercise due diligence in an effort to identify any alleged wrongdoing, something that she clearly did not do.

Honorable Ramon E. Reyes

Re: Boyd v. J.E. Robert Co., Inc., et al.

Case No. CV 05-2455 (KAM)(RER)

February 3, 2010

Page 5

specifically awarded pursuant to a judgment of foreclosure are illegal, the explainability of any particular charge is irrelevant. This inescapable conclusion is based upon plaintiffs' statement of damages that claims all attorneys' fees passed through to the plaintiffs, other than those awarded in a judgment of foreclosure against Ms. Taylor's property, were illegal. *See* Exhibits E and F.

In addition to the foregoing, to the extent that plaintiff Taylor asserts that the statute of limitations should be equitably tolled because the legitimacy and propriety of the charges was somehow concealed such that she would have no reason to suspect that there was any wrongdoing, that claim also has no merit. At her deposition, she testified as follows:

Q. When did you first decide that there was something wrong with the transaction?

MR. KAUFMAN: Objection.

A I -- when I first thought something was wrong, honestly, when I saw the amount of money that was added to the lien amount, including late fees and attorney fees, that was my first time that I thought something was wrong.

And I even looked at Mr. Striar [Taylor's attorney with regard to the satisfaction of the liens at issue], and I said I'm in a vulnerable time in my life, but one day I'm going to go over these figures, and I know I'm being overcharged.

Deposition of Sybil Taylor, November 5, 2009, p. 53, line 23 – p. 54, line 11 (a copy of which is attached hereto as Exhibit H). Accordingly, plaintiff Taylor has not only not pled sufficient facts to invoke the doctrine of equitable tolling, she has admitted that she was on notice that she believed that “something was wrong” with the amounts charged in connection with the enforcement of the lien even prior to her payment of it. As such, her claim is time-barred and not subject to any tolling.

Honorable Ramon E. Reyes

Re: Boyd v. J.E. Robert Co., Inc., et al.

Case No. CV 05-2455 (KAM)(RER)

February 3, 2010

Page 6

For the foregoing reasons, defendants NYCTL Trusts respectfully request that the Court not consider plaintiffs' supplemental arguments in opposition to the Trusts' Motion to Dismiss the Second Amended Complaint. In the alternative, in the event that the Court is inclined to consider plaintiffs' supplemental arguments, find that they are without merit and grant defendants NYCTL Trusts' Motion to Dismiss the Second Amended Complaint.

Respectfully yours,

s/Stephen Kitzing

Stephen Kitzing

Assistant Corporation Counsel

Attachments (Exhibits A – G)

cc: Mark S. Kaufman (via ecf)

Paul Grobman (via ecf)

Curtis V. Trinko (via ecf)

Jonathan D. Elliot (via ecf)

Paul Grobman (PG 1876)
535 Fifth Avenue, 33rd Floor
New York, NY 10017
(212) 983-5880

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X
--

ISAAC and MIRIAM BINSON, THOMAS and JOAN
GRANT BOYD, RANDA JONES, HUMBERTO
MENESES, SYBIL TAYLOR, and TONYA WARTERS,
ON BEHALF OF THEMSELVES AND ALL OTHERS
SIMILARLY SITUATED,

Plaintiffs,

-- against --

J.E. ROBERT CO., INC; JER REVENUE SERVICES,
LLC; BOLAND & MOSKOWITZ, LLP; NYCTL 1996-1
TRUST; NYCTL 1997-1 TRUST; NYCTL 1997-2
TRUST; NYCTL 1998-1 TRUST; NYCTL 1999-1 TRUST

Defendants.

----- X
--

:
: Case No. 03 CV 3562
: (JG; LP)

:
: **PROPOSED**
: **FIRST AMENDED**
: **COMPLAINT**

:
: Jury Trial Demanded

Plaintiffs Isaac and Miriam Binson, Thomas and Joan Grant Boyd, Randa Jones,
Humberto Meneses, Sybil Taylor, and Tonya Warters, individually and on behalf of all others
similarly situated, by and through their attorneys The Law Offices of Mark S. Kaufman, Paul
Grobman and the Law Offices of Curtis V. Trinko, LLP, allege as follows:

NATURE OF THE CASE

1. Plaintiffs bring this class action against Defendants under the Fair Debt Collection
Practices Act, 15 U.S.C. § 1692, et seq. (the "FDCPA"); the Truth In Lending Act("TILA"),

EXHIBIT A

151. Neither JER, the 1998-1 Trust nor the 1997-1 Trust had a right to charge a Debt Cancellation or Discontinuance Fee to release the liens on the Wartens' property.

152. On or about May 19, 2004, Wartens paid off the Tax Liens held by the various Trusts based on payoff figures provided by JER.

153. The funds came from the proceeds of the sale of the home, which was necessitated by the amount demanded by JER and the Trusts, and the pending foreclosure of the property.

154. In collecting the Debt Cancellation or Discontinuance Fees sought from Wartens, JER and the various Trusts violated §1692f of the FDCPA.

155. In collecting the amount stated as "Legal Fees and Costs", JER and the various Trusts violated §1692f of the FDCPA.

156. JER and the various Trusts charged Wartens \$5,259.86 more than what was actually owed on May 19, 2004. In collecting more than the total amount owed, JER and the various Trusts violated §1692f of the FDCPA.

157. On September 10, 2004, JER and the Trusts purportedly mailed a refund check to Wartens for \$5,259.86, representing the amount that Wartens was overcharged.

158. Upon information and belief, the amount refunded on the overcharge did not include interest for the period in which the defendants retained the amount overcharged.

AS AND FOR A FIRST CLAIM FOR RELIEF
(Fair Debt Collection Practices Act, 15 U.S.C. § 1692g
against Boland & Moskowitz)

159. Plaintiffs repeat and reallege Paragraphs 1 through 158 of the Complaint

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

05 24 55

THOMAS BOYD and JOAN GRANT BOYD, RANDA
JONES, HUMBERTO MENESES, SYBIL TAYLOR,
and TONYA WARTERS, ON BEHALF OF
THEMSELVES AND ALL OTHERS SIMILARLY
SITUATED,

Plaintiffs,

-- against --

J.E. ROBERT CO., INC; JER REVENUE SERVICES,
LLC; NYCTL 1996-1 TRUST; NYCTL 1997-1 TRUST;
NYCTL 1997-2 TRUST; NYCTL 1998-1 TRUST;
NYCTL 1999-1 TRUST

Defendants.

GLEESON, J.

Case No.

BROOKLYN OFFICE

COMPLAINT

Jury Trial Demanded

POLLAK, M.J.

Plaintiffs Thomas and Joan Grant Boyd, Randa Jones, Humberto Meneses, Sybil Taylor, and Tonya Warters, individually and on behalf of all others similarly situated, by and through their attorneys The Law Offices of Mark S. Kaufman, Paul Grobman and the Law Offices of Curtis V. Trinko, LLP, allege as follows:

NATURE OF THE CASE

1. Plaintiffs bring this class action against Defendants under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (the "FDCPA"); the Truth In Lending Act ("TILA"), 15 U.S.C. §§ 1640, and 1666d; TILA Regulation Z, 12 CFR 226.21; New York General Business Law § 349; New York General Obligations Law § 5-501 et. seq.; and for breach of contract and unjust enrichment on behalf of themselves and all other similarly situated persons who were injured by actions of the Defendants.

116. On or about May 19, 2004, Wartens paid off the Tax Liens held by the various Trusts based on payoff figures provided by JER.

117. The funds came from the proceeds of the sale of the home, which was necessitated by the amount demanded by JER and the Trusts, and the pending foreclosure of the property.

118. In collecting the Debt Cancellation or Discontinuance Fees sought from Wartens, JER and the various Trusts violated §1692f of the FDCPA.

119. In collecting the amount stated as "Legal Fees and Costs", JER and the various Trusts violated §1692f of the FDCPA.

120. JER and the various Trusts charged Wartens \$5,259.86 more than what was actually owed on May 19, 2004. In collecting more than the total amount owed, JER and the various Trusts violated §1692f of the FDCPA.

121. On September 10, 2004, JER and the Trusts purportedly mailed a refund check to Wartens for \$5,259.86, representing the amount that Wartens was overcharged.

122. Upon information and belief, the amount refunded on the overcharge did not include interest for the period in which the defendants retained the amount overcharged.

FIRST CLAIM FOR RELIEF
(Fair Debt Collection Practices Act, 15 U.S.C. § §1692e and 1692f
Against All Defendants)

123. Plaintiffs repeat and reallege Paragraphs 1 through 122 of the Complaint as if fully set forth herein.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----	x
THOMAS BOYD and JOAN GRANT BOYD, RANDA JONES, HUMBERTO MENESES, SYBIL TAYLOR, and TONYA WARTERS, ON BEHALF OF THEMSELVES AND ALL OTHERS SIMILARLY SITUATED,	: Case No. 05-2455 (JG/ CLP)
	: AMENDED COMPLAINT
Plaintiffs,	: Jury Trial Demanded
-- against --	:
J.E. ROBERT CO., INC; JER REVENUE SERVICES, LLC; NYCTL 1996-1 TRUST; NYCTL 1997-1 TRUST; NYCTL 1998-1 TRUST; NYCTL 1999-1 TRUST	: :
Defendants.	:
-----	x

Plaintiffs Thomas and Joan Grant Boyd, Randa Jones, Humberto Meneses, Sybil Taylor, and Tonya Warters, individually and on behalf of all others similarly situated, by and through their attorneys The Law Offices of Mark S. Kaufman, Paul Grobman and the Law Offices of Curtis V. Trinko, LLP, allege as follows:

NATURE OF THE CASE

1. Plaintiffs bring this class action against defendants under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (the “FDCPA”); the Truth In Lending Act (“TILA”), 15 U.S.C. §§ 1640, and 1666d; TILA Regulation Z, 12 CFR 226.21; New York General Business Law § 349; New York General Obligations Law §5-501 et. seq.; and for breach of contract and unjust enrichment on behalf of themselves and all other similarly situated persons who were injured by actions of the defendants.

117. Upon information and belief, Warters was also charged Debt Cancellation or Discontinuance Fees by the 1997-1 Trust.

118. Neither JER, nor any of these Trusts, had a right to charge a Debt Cancellation or Discontinuance Fee to release the liens on the Warters' property.

119. Both JER and the Trusts concealed the fact that any such Debt Cancellation or Discontinuance Fee was not a legitimate charge to Warters' account. Warters did not learn of such concealment until later.

120. On or about May 19, 2004, Warters paid off the Tax Liens held by the various Trusts based on payoff figures provided by JER.

121. The funds came from the proceeds of the sale of the home, which was necessitated by the improper amount demanded by JER and the Trusts, and the pending foreclosure of the property.

122. In collecting the Debt Cancellation or Discontinuance Fees sought from Warters, JER and the 1998-1 and 1997-1 Trusts violated §1692f of the FDCPA.

123. Both JER and the Trusts also concealed the fact that the Debt Cancellation Fee was for purported legal services which had been performed at the time Warters was charged therefor. Warters did not learn of such concealment until later.

124. In collecting the amount stated as "Legal Fees and Costs", JER and the 1998-1 and 1997-1 Trusts violated §1692f of the FDCPA.

125. Both JER and the Trusts concealed the fact that they were statutorily prohibited from recovering many of these purported "Legal Fees and Costs". Warters did not learn of such concealment until later.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----	x
JOAN GRANT BOYD, RANDA JONES, HUMBERTO	:
MENESES, SYBIL TAYLOR, and TONYA WARTERS,	:
ON BEHALF OF THEMSELVES AND ALL OTHERS	:
SIMILARLY SITUATED,	:
	:
Plaintiffs,	:
	:
-- against --	:
	:
J.E. ROBERT CO., INC; JER REVENUE SERVICES,	:
LLC; NYCTL 1996-1 TRUST; NYCTL 1997-1 TRUST;	:
NYCTL 1998-1 TRUST; NYCTL 1999-1 TRUST	:
	:
Defendants.	:
	:
-----	x

Plaintiffs Joan Grant Boyd, Randa Jones, Humberto Meneses, Sybil Taylor, and Tonya Warters, individually and on behalf of all others similarly situated, by and through their attorneys The Law Offices of Mark S. Kaufman, Paul Grobman and the Law Offices of Curtis V. Trinko, LLP, allege as follows:

NATURE OF THE CASE

1. Plaintiffs bring this class action against defendants under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (the “FDCPA”); New York General Business Law § 349; New York General Obligations Law §5-501 et. seq.; and for breach of contract and unjust enrichment on behalf of themselves and all other similarly situated persons who were injured by the actions of the defendants.

2. As set forth below, defendants have engaged in misconduct in connection with the servicing of residential tax liens that the City of New York assigned to the Trusts

120. Thereafter, foreclosure actions were commenced against Warters' by the Trusts.

121. In or about May 2004, Warters sought to pay off the 1997-1 and 1998-1 Tax Liens, and requested a Payoff Quote from JER giving the total amount necessary to pay off the liens.

122. Thereafter, JER and the Trusts provided Payoff Quotes to Warters which purportedly showed the total amounts then due.

123. Upon information and belief, the amount demanded by the 1998-1 Trust included a Debt Cancellation or Discontinuance Fee in the amount of \$250.00.

124. Upon information and belief, Warters was also charged Debt Cancellation or Discontinuance Fees by the 1997-1 Trust.

125. Neither JER, nor any of these Trusts, had a right to charge a Debt Cancellation or Discontinuance Fee to release the liens on the Warters' property.

126. Both JER and the Trusts concealed the fact that a Debt Cancellation or Discontinuance Fee was charged to Warters' account. Warters did not learn of this wrongful concealment until later.

127. On or about May 19, 2004, Warters paid off the Tax Liens held by the various Trusts based on payoff figures provided by JER.

128. The funds came from the proceeds of the sale of the home, which was necessitated by the improper amount demanded by JER and the Trusts, and the pending foreclosure of the property.

129. In collecting the Debt Cancellation or Discontinuance Fees sought from Warters, JER and the 1998-1 and 1997-1 Trusts violated §1692f of the FDCPA.

Plaintiffs' Supplementary Response to JER's Interrogatory No. 7, As of November 3, 2009 (revised November 9, 2009)

Plaintiff	Amount of Overpayment	Date Lien Paid	Date of Refund	Number of Days	Amount overpaid / 365 days x number of days x 9% interest	Amount of Improper Attorneys' Fees and Costs	Documents Providing Basis for Improper Attorneys' Fees Calculations*	Totals (based on all available information and documents, and subject to supplementation after further discovery):
							Ex. B to JER's responses to Plaintiff's	
Boyd	\$ 663.85	4/23/2003	8/11/2003	110	\$ 18.01	\$ 2,331.90	interrogatories	\$ 2,349.91
Jones	\$ 295.00	11/7/2002	4/9/2003	153	\$ 11.13	\$ 3,102.20	JER2 241	\$ 3,113.33
Meneses	\$ 804.06	9/15/2002	12/13/2002	89	\$ 17.65	\$ 2,888.75	JER2 213	\$ 2,906.40
							JER2 404, JER2 1059, JER 2 1270, minus attorney's fees awarded after judgment rendered	
Taylor	\$ 2,382.86	12/10/2003	3/26/2004	107	\$ 62.87	\$ 14,731.01	Ex. B to JER's responses to Plaintiff's	\$ 14,793.88
							interrogatories	
Warters	\$ 5,259.86	5/19/2004	9/10/2004	114	\$ 147.85	\$ 7,997.16		\$ 8,145.01
								\$ 31,308.52

* Improper attorneys' fees are based on the following: any and all amounts charged to the delinquent taxpayer in excess of any amounts of fees and costs awarded pursuant to a judgment in foreclosure.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

THOMAS BOYD, ET AL.	:	CIVIL ACTION NO.
Plaintiffs,	:	1:05cv02455(JFB)(CLP)
	:	
	:	DEFENDANTS
v.	:	J.E.ROBERT CO., INC AND
	:	JER REVENUE SERVICES LLC
	:	RESPONSE TO PLAINTIFFS'
J.E. ROBERT CO., INC. ET AL.	:	FIRST SET OF
Defendants.	:	INTERROGATORIES

The Defendants, J.E. Robert Co., Inc. and JER Revenue Services LLC hereby respond pursuant to the Rule 33 of the Federal Rules of Civil Procedure to the Plaintiffs' First Set of Interrogatories, as follows:

General Objections

1. Defendants object to the interrogatories below to the extent that they seek information protected by the attorney-client privilege and/or the work product doctrine.
2. Defendants object to any definitions or instructions to the extent that they impose different or greater obligations than those imposed by the Federal Rules of Civil Procedure or the Local Rules of Civil Procedure or the Local Rules of the Eastern District of New York and are otherwise unduly burdensome.
3. Defendants object to the interrogatories below to the extent that they seek personal identifying information of individuals not a party to this litigation.

BBL: 4-12071-0001, 12839 Inwood Street		
Amount	"Processed Date"	Description/ABA Code
\$91.48	6/28/2003	Miscellaneous E124
\$500.00	6/28/2003	Title E130
\$870.69	6/28/2003	Miscellaneous E124
\$3.00	6/28/2003	Title E130
\$650.00	6/28/2003	Publication T530
\$179.14	6/28/2003	Miscellaneous E124
\$4.00	6/28/2003	Miscellaneous E124
\$56.65	6/28/2003	Miscellaneous E124
\$245.00	6/28/2003	Service of Process E525
\$75.00	6/28/2003	RJI E112
\$650.00	6/28/2003	Publication T530
\$350.00	6/28/2003	Extensionof Notice of Pendency T510
\$50.00	6/28/2003	Judgment Granted T540
\$2,065.00	6/28/2003	Advertising for Service T540
\$8.39	6/28/2003	Advertising for Auction E535
\$172.40	6/28/2003	Copies E101
\$397.62	6/28/2003	Miscellaneous E124
\$107.81	6/28/2003	Service of Process E525
\$35.00	6/28/2003	Filing Fee E515
\$50.00	6/28/2003	Auctioneer Computation E545
\$4.13	6/28/2003	Service of Process E525
\$0.40	6/28/2003	Copies E101
\$67.83	6/28/2003	Service of Process E525
\$4.60	6/28/2003	Copies E101
\$36.82	6/28/2003	Travel E109
\$25.00	4/23/2004	Lawyer Service E555
\$45.00	4/23/2004	Motions Filed E605
\$163.20	4/23/2004	Copies E101
\$25.00	8/24/2004	Lawyer Service E555
\$29.00	8/24/2004	Copies E101
\$35.00	8/24/2004	Discontinuance E610
\$50.00	8/24/2004	Auctioneer Computation E545
\$250.00	8/24/2004	Guardian/Administrator Fee E550
\$700.00	8/24/2004	Judgment Granted T540
\$7,997.16		

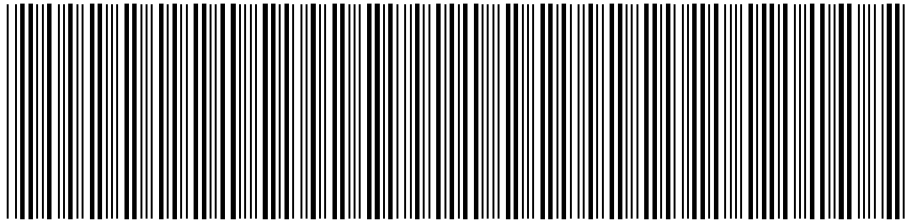
BBL: 2-03739-0028, 1152 Wheeler Avenue		
Amount	"Processed Date"	Description/ABA Code
\$10.80	6/28/2003	Miscellaneous E124
\$13.60	6/28/2003	Copies E101
\$500.00	6/28/2003	Title E130
\$35.00	6/28/2003	Lis Pendens E510
\$185.00	6/28/2003	Index Number E505
\$65.00	6/28/2003	Service Completed T520
\$25.93	6/28/2003	Miscellaneous E124
\$60.12	6/28/2003	Miscellaneous E124
\$700.00	6/28/2003	Judgment Granted T540
\$340.00	6/28/2003	Auction Held T560
\$0.80	10/1/2003	Copies E101
\$25.00	10/1/2003	Lawyer Service E555
\$1,043.50	12/18/2003	Contested H500
\$7.80	1/28/2004	Copies E101
\$35.00	1/28/2004	Discontinuance E610
\$1,010.00	1/28/2004	Service of Process E525
\$2,311.00	1/28/2004	Contested H500
\$0.56	6/28/2003	Miscellaneous E124
\$500.00	6/28/2003	Title E130
\$471.94	6/28/2003	Miscellaneous E124
\$34.50	6/28/2003	Miscellaneous E124
\$344.81	6/28/2003	Miscellaneous E124
\$3.25	6/28/2003	Miscellaneous E124
\$635.00	6/28/2003	Service Completed T520
\$350.00	6/28/2003	Funds Received T580
\$511.00	6/28/2003	Miscellaneous E124
\$25.33	6/28/2003	Miscellaneous E124
\$50.00	6/28/2003	Auctioneer Computation E545
\$159.52	6/28/2003	Miscellaneous E124
\$2,308.86	6/28/2003	Advertising for Service E530
\$500.00	6/28/2003	Auctioneer Sale Fee E540
\$85.78	6/28/2003	Service of Process E525
\$350.00	6/28/2003	Successor Referee T515
\$21.80	6/28/2003	Copies E101
\$0.60	6/28/2003	Postage E108
\$2,150.00	6/28/2003	Advertising for Auction E535
\$238.00	6/28/2003	Contested H500
\$500.00	6/28/2003	Title E130
\$18.40	6/28/2003	Copies E101
\$35.00	6/28/2003	Lis Pendens E510
\$185.00	6/28/2003	Index Number E505
\$0.80	10/1/2003	Copies E101
\$3.95	10/1/2003	Postage E108
\$25.00	10/1/2003	Lawyer Service E555
\$16.40	12/24/2003	Copies E101
\$1,097.50	12/24/2003	Contested H500
\$24.40	1/30/2004	Copies E101

Exhibit B

\$35.00	1/30/2004	Discontinuance E610
\$45.00	1/30/2004	Motions Filed E605
\$95.00	1/30/2004	RJI
\$1,255.00	1/30/2004	Service of Process E525
\$2,469.00	1/30/2004	Contested H500
\$20,914.95		

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.


2004060100146001001E4E63
RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 5
Document ID: 2004060100146001
Document Date: 05-19-2004
Preparation Date: 06-01-2004
Document Type: DEED
Document Page Count: 3
PRESENTER:

VERRAZANO CLOSING SERVICES LTD FOR
FIDELITY NATIONAL TITLE AS UNDERWRITER
1970 FLATBUSH AVE
BROOKLYN, NY 11234
718-258-1245
VZ-65598-Q

RETURN TO:

ASAF DROR, ESQ.
1 HOLLAND AVENUE, SUITE 101
FLORAL PARK, NY 11001

PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	12071	1	Entire Lot	128-39 INWOOD STREET
Property Type: DWELLING ONLY - 1 FAMILY				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES
GRANTOR/SELLER:

TANYA WARTERS
128-39 INWOOD STREET
QUEENS, NY 11436

GRANTEE/BUYER:

MANSION HOMES, INC.
147-20 HILLSIDE AVENUE
JAMAICA, NY 11435

☒ Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage		Recording Fee: \$	52.00
Mortgage Amount:	\$	Affidavit Fee: \$	0.00
Taxable Mortgage Amount:	\$	NYC Real Property Transfer Tax Filing Fee:	
Exemption:			\$ 50.00
TAXES: County (Basic):	\$	NYS Real Estate Transfer Tax:	
City (Additional):	\$		\$ 660.00
Spec (Additional):	\$		
TASF:	\$		
MTA:	\$		
NYCTA:	\$		
Additional MRT:	\$		
TOTAL:	\$		

NYC HPD Affidavit in Lieu of Registration Statement


**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

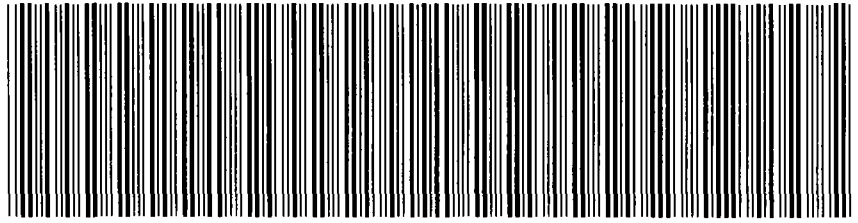
Recorded/Filed 07-06-2004 16:39

City Register File No.(CRFN):

2004000418189

Rockelle Patricia
City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2004060100146001001C4CE3

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 5

Document ID: 2004060100146001

Document Date: 05-19-2004

Preparation Date: 06-01-2004

Document Type: DEED

PARTIES

GRANTOR/SELLER:

KAREN LAVERNE BASILE
128-39 INWOOD STREET
QUEENS, NY 11436

GRANTOR/SELLER:

JAN SIMPSON
128-39 INWOOD STREET
QUEENS, NY 11436

GRANTOR/SELLER:

RICHARD WATERS
128-39 INWOOD STREET
QUEENS, NY 11436

GRANTOR/SELLER:

SARAH LATHAM, DECEASED
128-39 INWOOD STREET
QUEENS, NY 11436

Form 8002 (9/99) - 20M — Bargain and Sale Deed, with Covenants against Grantor's Acts—Individual or Corporation. (single sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT — THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 19 day of May, 2004 and

BETWEEN TANYA WARTERS, as to 50% interest and
Karen Laverne Basile, Jan Simpson & Richard Warters
as sole heirs at law of Sarah Latham (deceased)
as to their 50% interest
Residing at: 128-39 Inwood Street, Queens, N.Y. 11436

party of the first part, and MANUSLOW HOMES, INC.

147-20 Hillside Ave
Jamaica, NY 11435

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

See Schedule A attached

Being and intended to be same premises conveyed to grantor by
deed dated 9/29/81 recorded 10/13/81 in Reel 1373, Page 508said premises known as 128-39 Inwood Street,
Queens, N.Y. 11436

TOGETHER with all right, title and interest, if any, of the party of the first part, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

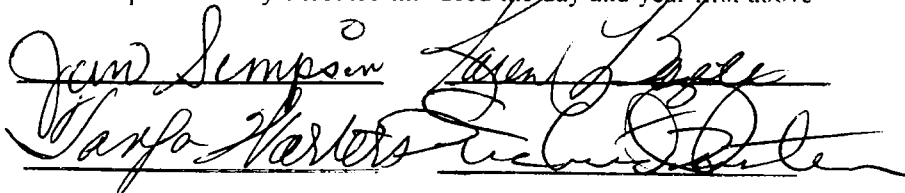
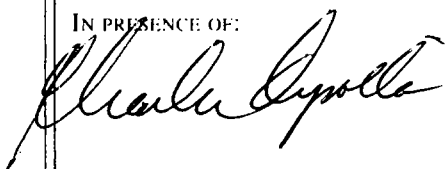
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Sec. 52
Blk 12071
Lot 1

State of New York, County of Queens, ss:

State of New York, County of , ss:

On the 19 day of May, in the year 2004, before me, the undersigned, personally appeared Tanya Warters, Richard Warters, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

On the day of , in the year , before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Jeannie Sheff
JEANNIE SHEFF
Notary Public, State of New York
No. 4841469
Qualified in Nassau County
Commission Expires August 31, 2005

Acknowledgement by Subscribing Witness taken in New York State

Acknowledgement taken outside New York State

State of New York, County of , ss:

* State of California, County of San Bernardino, ss:
* (or insert District of Columbia, Territory, Possession or Foreign Country)

On the day of , in the year , before me, the undersigned, personally appeared

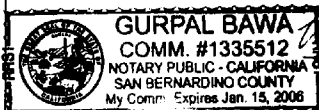
On the 12 day of MAY, in the year 2004, before me, the undersigned, personally appeared KAREN BAZILE

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by me duly sworn, did depose and say, that he/she/they reside(s) in

JAN SIMPSON
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the

that he/she/they know(s) to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

(add the city or political subdivision and the state or country or other place the acknowledgement was taken).



Title No.: VZ 65598Q

TANYA WARTERS, RICHARD WARTERS,
KAREN LAVERNE BAZILE,
AND JAN SIMPSON

SECTION 52
BLOCK 12071
LOT 1
COUNTY OR TOWN Queens

TO
OREAL HOMES INC.

RETURN BY MAIL TO:

Distributed by
Chicago Title Insurance Company

Asaf Dror, Esq.
1 Holland Ave. Suite 101
Floral Park NY 11001

Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

AGENT'S RETURN

**Fidelity National Title Insurance Company
of New York
Title No. VZ-65598-Q**

SCHEDULE A

All that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Easterly side of Inwood Street, distant 100 feet Northerly from the corner formed by the intersection of the Easterly side of Inwood Street, 60 feet wide, and the Northerly side of 130th Avenue, 50 feet wide;

RUNNING THENCE Easterly and parallel with the 130th Avenue, 95.01 feet;

THENCE Northerly and parallel with Inwood Street, 30.50 feet;

THENCE Westerly and parallel with 130th Avenue, 95.01 feet to the Easterly side of Inwood Street;

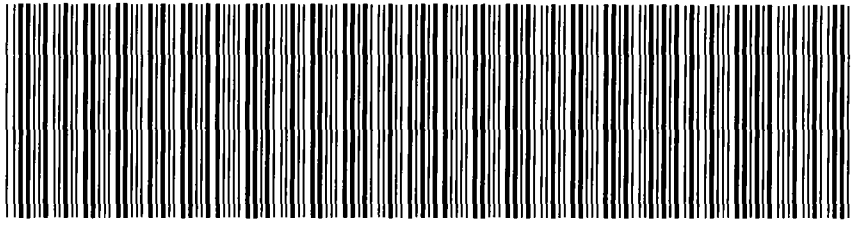
THENCE Southerly along the Easterly side of Inwood Street, 30.50 feet to the point or place of BEGINNING.

FOR CONVEYANCING ONLY

Together with all the right, title and interest of, in and to any streets and roads abutting the above described premises.

Our policies of title insurance include such buildings and improvements thereon which by law constitute real property, unless specifically expected therein. Now is the time to determine whether we have examined all of the property easements you desire to be insured: of there are appurtenant easements to be insured, please request such insurance. In some cases, our rate manual provides for an additional charge for such insurance.

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2004060100146001001S80E2

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2004060100146001

Document Date: 05-19-2004

Preparation Date: 06-01-2004

Document Type: DEED

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT
SMOKE DETECTOR AFFIDAVIT

1

1

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 Month Day Year

C3. Book OR C4. Page

C5. CRFN



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

(Rev 11/2002)

PROPERTY INFORMATION

1. Property Location 128-39 Inwood Street Queens 11436
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name Mansion Real Homes, Inc.
 LAST NAME / COMPANY FIRST NAME

 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address
 Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)
 LAST NAME / COMPANY FIRST NAME

 STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel

5. Deed Property Size 30.50 x 95.01 OR ACRES
 FRONT FEET DEPTH

8. Seller Name Warters Bazile Tanya Richard Karen Laverne
 LAST NAME / COMPANY FIRST NAME

Simpson Jan
 LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☒ One Family Residential C ☐ Residential Vacant Land E ☐ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
 B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☐ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 3/10/09
 Month Day Year

11. Date of Sale / Transfer 5/19/09
 Month Day Year

12. Full Sale Price 165,000
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale 0

14. Check one or more of these conditions as applicable to transfer:

- A ☐ Sale Between Relatives or Former Relatives
 B ☐ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates
 H ☐ Sale of Business is Included in Sale Price
 I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
 J ☒ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class A2 16. Total Assessed Value (of all parcels in transfer) 9,274

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
Queens Bk 12071 Lot 1

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER'S ATTORNEY

Mansion Real Homes Inc. 5/19/09
 BUYER SIGNATURE DATE

147-20 Hillside Ave
 STREET NUMBER STREET NAME

Dror Asaf
 LAST NAME FIRST NAME

718 347-6445
 AREA CODE TELEPHONE NUMBER

Tanya Warters Jan Simpson
 SELLER SIGNATURE DATE

Jamaica N.Y. 11435
 CITY OR TOWN STATE ZIP CODE

1 UNITED STATES DISTRICT COURT

2 EASTERN DISTRICT OF NEW YORK

3 -----X
4 JOAN GRANT BOYD, RANDA JONES, HUMBERTO MENESES,
5 SYBIL TAYLOR, and TONYA WARTERS, on behalf of
6 themselves and all others similarly situated,

7 Plaintiffs,

8 -against-

9 J.E. ROBERT CO., INC.; JER REVENUE SERVICES,
10 LLC; NYCTL 1996-1 TRUST, NYCTL 1997-1 TRUST,
11 NYCTL 1998-1 TRUST, NYCTL 1999-1 TRUST,

12 Defendants.

13 CIVIL ACTION NO.: CV 05-2455 (KAM)(RER)

14 -----X

15 100 Church Street
16 New York, New York

17 November 5, 2009
18 11:20 a.m.

19 DEPOSITION of SYBIL TAYLOR, one of
20 the Plaintiffs herein, pursuant to Notice,
21 before Ronald A. Marx, a Notary Public of the
22 State of New York.

23 ELLEN GRAUER COURT REPORTING CO. LLC
24 126 East 56th Street, Fifth Floor
25 New York, New York 10022
212-750-6434
REF: 91753

1 TAYLOR

2 MR. ELLIOT: Can we not have
3 coaching?

4 MR. GROBMAN: I'm not coaching.
5 You mischaracterized her testimony,
6 and to the extent that you
7 mischaracterized her --

8 MR. ELLIOT: The record will
9 make it clear as to whether or not
10 there's a mischaracterization. I
11 don't believe there was one.

12 MR. GROBMAN: I know, but I'm
13 entitled to object when there's been
14 a mischaracterization.

15 MR. KITZINGER: No, you're not.

16 MR. GROBMAN: Yes.

17 MR. ELLIOT: You're not
18 entitled to instruct her. And again,
19 Mark is the one who is supposed to be
20 objecting, not you.

21 MR. GROBMAN: Go on, please.
22 Let's go.

23 Q When did you first decide that there
24 was something wrong with the transaction?

25 MR. KAUFMAN: Objection.

1 TAYLOR

2 A I -- when I first thought something
3 was wrong, honestly, when I saw the amount of
4 money that was added to the lien amount,
5 including late fees and attorney fees, that was
6 my first time that I thought something was
7 wrong.

8 And I even looked at Mr. Striar, and
9 I said I'm in a vulnerable time in my life, but
10 one day I'm going to go over these figures, and
11 I know I'm being overcharged.

12 That was my first inkling, first
13 time. And then thereafter I got a letter
14 from -- and I read the letter, and I picked up
15 the phone and called them.

16 Q All right. When did you have that
17 conversation with Mr. Striar?

18 A That was during the time when the
19 payoff -- the payoff letter was sent to him, the
20 total with the tax lien and all of that stuff.

21 And I said to him it looks a little
22 bit exorbitant to me. However, one of these
23 days I'm going to go through the figures with
24 all the payments that I've made, because I have
25 it at home listed on the legal size, everything